

EXHIBIT 22

المملكة العربية السعودية
وزارة الدفاع والطيران
رئاسة الطيران المدني

05

عقد رئاسة الطيران المدني ٩٣-١٧
للدعم وتشغيل وصيانة نظام الملاحة الجوية ٤

المجلد ١ - النسخة الانجليزية

ORIGINAL

صيغة العقد
الشروط العامة
المواصفات الفنية
الشروط المالية والمرفقات
مجال الخدمات والمرفقات



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH
Form of Contract
General Conditions
Special Specifications
Financial Conditions and Attachments
Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

PART ONE
PRINCIPAL DOCUMENT OF THE CONTRACT

This agreement was concluded in the city of Jeddah on 24/7/1416H corresponding to 12/16/1995G between

- I. The Ministry of Defence and Aviation and Inspectorate General (PCA), represented by H.R.H. The Second Deputy Premier, The Minister of Defence and Aviation and Inspector General, Prince Sultan bin Abdulaziz, for signature of this Contract, hereinafter referred to as (The Employer) First Party.
- II. Dallah Avco Trans Arabia Company, pursuant to the rules and regulations of the Kingdom of Saudi Arabia, Commercial Registration No. 4030020442, dated 11/1/1399, Permanent Address: P.O. Box 430, Jeddah, Tlx No. 401482 DALLAH SJ, represented by for signature of this Contract, as authorized by a power of attorney issued by the Jeddah Notary Public No. 43, dated 7/8/1409H, Jeddah, Mr. Alawi Mohammad Said Kamel, Chairman, Board of Director, Dallah Group, in his capacity as the authorized representative, hereinafter referred to as (The Contractor) Second Party.

And in the light of the wish of the Employer to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System (ANSS).

And in the light of the fact that the contractor has submitted a bid under his unnumbered letter dated 9/9/1414H., corresponding to 19/2/1994 and the reduction letter No. MMHG/94/23 dated 9-9-1414H (19-2-94) for implementation, completion and maintenance of such works following his review of the contract conditions, specifications, plans as well as all documents attached thereto and the Law for Securing the Purchases of the Government and implementing its Projects and Works issued by Royal Decree No. M/14 dated 7-4-1397H and its related by-laws.

And with reference to the Supreme Decree No. 759 dated 15/1/1416H, stating review of the Aeronautical Navigation System Support, (ANSS) Contract by His Excellency The Deputy Minister of Finance and National Economy and His Excellency The President of Civil Aviation, and to report the conclusion to His Majesty. Also pursuant to the minutes signed by His Excellency The President of Civil Aviation and His Excellency The Deputy Minister of Finance and National Economy, on 30/1/1416H concerning the reduction of the proposed

price of the new Aeronautical Navigation System Support, (ANSS) Contract by 20% as compared to the price of the previous contract ending on 12/9/1415H, making the price of the new contract S.R.425,000,000.

The Supreme Approval No. 4994 dated 11/4/1416H of the above-mentioned minutes has been issued.

And also, in light of the fact that the Contractor's bid has been accepted by the employer, the two aforementioned parties agreed on the following:

Article No. 1 - Purpose of the Contract

The purpose of this contract is to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System.

This includes the provision of materials, equipment, labor and all things necessary for the implementation, completion and maintenance of the works indicated in the contract, as well as all provisional, additional and complementary works and modifications requested from the contractor by the employer as per the terms and documents of the contract.

Article No. 2 - Contract Documents

2.1 This contract consists of the following documents:

- a. Form of the Contract (Section 1)
- b. General Conditions (Section 2)
- c. Special Conditions (Section 2)
- d. Financial Conditions (Section 3)
- e. Scope of Services (Section 4)
- f. Letter of Award or Acceptance of Bid

2.2 These documents are a whole entity; each one is an inherent part of the contract and interprets and complements the others.

2.3 In case of contradiction between the provisions of the contract documents, each document prevails upon the one that follows it in the order indicated in paragraph one of this article.

Article No. 3 - Duration of the Contract

- 3.1 The contractor undertakes to implement and complete all works indicated in the contract within 3 calendar years (Gregorian), commencing on the date of the Supreme Approval No. dated 11/4/1416H corresponding to 6/9/1995G.
- 3.2 If the contractor delays the implementation of the works referred to in the previous paragraph, he shall become subject to the application of the penalty of delay stipulated in Article (36) of the Government Purchases Procurement and projects and works execution law.

Article No. 4 - Period of Guarantee of the Works

The Contractor shall fully guarantee the works that constitute the object of the contract for a period that starts from the date of preliminary acceptance and ends on the date of final acceptance.

Article No. 5 - Value of the Contract

- 5.1 The total value of the contract amounts to Saudi Riyals Four Hundred Twenty-Five Million (SR425,000,000), payable in exchange of the implementation of the contract according to the conditions, specifications, plans, list of quantities and other contract documents.
- 5.2 This total value is subject to increase or decrease depending on the change in the amount of actual works implemented by the Contractor as per the contract and depending on the additional and complementary works and modifications that the contractor effects at the request of the employer and within the limits stipulated in the conditions of the contract. This should not increase Contractor's due entitlements more than the project allocations, pursuant to Cabinet of Ministers' Resolution No. 30 dated 19/2/1408H and its amendments.

Article No. 6 - Payment

The employer shall pay the amount of the contract in the manner and at the times specified in the general conditions of the contract in exchange of the implementation and completion of the said works by the contractor.

Article No. 7

Notwithstanding the other regulations, the contractor shall admit not having paid or promised to pay any amounts or provide any advantages in order to win this contract. Should the contrary be established, the amounts paid or promised by the contractor shall be deducted from any amounts due to the contractor; in addition, the employer shall have the right to abrogate the contract without compensation and the contractor and his employees shall be held responsible for such behaviour.

Article No. 8 - The Laws Governing the Contract

The interpretation and implementation of this contract as well as the settlement of any claims resulting from the signature of such contract shall be subject to the laws and regulations enforced in the Kingdom of Saudi Arabia. In witness whereof, the two Parties have duly signed this document at the above-mentioned time and place. In witness thereof, the two parties have duly signed this document at tha above mentioned place and time.

First Party

Ministry of Defence & Aviation
Presidency of Civil Aviation

Title: Second Deputy Prime Minister
Minister of Defence & Aviation
and Inspector General

Name : H.R.H. Prince Sultan bin Abdulaziz

Signature: _____

Date: _____

Stamp: _____

Second Party

Dallah Avco Trans Arabia Company

Title: Chairman, Board of Director

Name : Alawi Mohammad Said Kamel

Signature: _____

Date: _____

Stamp: _____